

# UNOFFICIAL COPY

3810968 (Mortgage) was prepared by:  
Colleen Butterly  
(Name)  
1946 N. Irving Park Rd.  
(Address)

SOHET #E229-0

## MORTGAGE

THIS MORTGAGE is made this 27th day of June 19, 1989, between the Mortgages, Robert J. Petica and Billie K. Hanhardt-Petice, his wife, (herein "Borrower"), and the Mortgagee, Lincoln Park Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1946 N. Irving Park Rd. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,000.00 which indebtedness is evidenced by Borrower's note dated June 30, 1989, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on July 1, 1994;

AND WHEREAS, Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 91, South 2 Feet of Lot 92 and the North 1/2 of the vacated alley lying South of and adjoining Lot 91 aforesaid, and the West 1/2 of the vacated alley lying East of and adjoining Lot 91 and the South 2 Feet of Lot 92 aforesaid in William Bellosky's Howard Avenue Subdivision, in the Northeast 1/4 of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P. E. S. 09-25-208-851-0100

which is the address of 7617 N. Oscoda, Illinois  
(Street) (City)  
Illinois 60648 (herein "Property Address");  
(to be)

THE DEBTOR with all the improved lots now or hereafter situated on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".  
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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10. Borrower Not Released. Forbearance by Lender from a waiver of the time for payment or notification of acceleration of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify acceleration of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender to exercise any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to assist, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or in the any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Jurisdiction. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect only a provision of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or at a reasonable time thereafter.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, material or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less or containing an option to purchase, Borrower shall cause to be submitted information requested by Lender to evaluate the transfer as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-JUDICIAL COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due and to insure the sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstatement after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstract and this report.

18. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to a sure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such payment and cure by Borrower, this Mortgage and the obligations created hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Bank; Appointment of Receiver. An additional security hereunder, Borrower hereby assigns to Lender the sums of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or foreclosure of the Property, have the right to collect and retain such sums as they become due and payable.

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1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest thereon as provided in the Note.

2. **Prepayment of Principal and Interest.** Borrower shall pay to Lender, at the time of each payment, the amount of principal and interest due on the date of such payment as determined by the Note.

3. **Application of Payments.** Lender's applicable law provided otherwise, all payments received by Lender under the Note and paragraph 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof then to interest payable on the Note, and then to the principal of the Note.

4. **Prorated Payments and Credits of Taxes, Charges, Fees, and Expenses.** Lender shall perform all of Borrower's obligations including any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, and Borrower shall pay or cause to be paid all taxes, assessments and other charges, fees and expenses attributable to the Property which may be paid or payable by Borrower, and shall promptly pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due. Borrower shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, applied to the Funds held by Lender, together with the amount of any other payments or credits received by Lender, to the extent of the deficiency in one or more payments as they fall due.

5. **Hazard Insurance.** Borrower shall keep the improvement, new existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

6. **Insurance.** The insurance covering the improvement shall be chosen by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such advances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Lender is authorized to mortgage, lease, assign, or otherwise dispose of the Property, and to take such action as is necessary to protect Lender's interest. Lender is authorized to mortgage, lease, assign, or otherwise dispose of the Property, and to take such action as is necessary to protect Lender's interest. Lender is authorized to mortgage, lease, assign, or otherwise dispose of the Property, and to take such action as is necessary to protect Lender's interest.

8. **Preservation and Abandonment of Property; Leasehold; Condemnation; Planned Unit Developments; Borrower's Obligations.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of Condominium or governing documents of the condominium or planned unit development, and shall comply with the laws and regulations of the condominium or planned unit development, and shall comply with the laws and regulations of the condominium or planned unit development, and shall comply with the laws and regulations of the condominium or planned unit development.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conversion in lieu of condemnation, are hereby assigned and shall be held in trust for the benefit of Lender and shall be paid to Lender or its security agent.

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